

05-05-2003



Form PTO-1594

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OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gallanta Investments Limited

5.2.03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other United Kingdom

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 05/15/2002

2. Name and address of receiving party(ies)

Name: Luxury Lifestyles Limited

Internal

Address: _____

Street Address: 32 Savile Road

City: London State: _____ Zip: W1X 1AG United Kingdom

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ No(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 342,491; 653,455

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Theodore D. Lienesch

Internal Address: _____

Street Address: Thompson Hine LLP
2000 Courthouse Plaza NE, 10 W. Second St.

City: Dayton State: OH Zip: 45402

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF PUBLIC RECORDS
 203 MAY - 2 AM 10:50
 FINANCE SECTION

9. Signature.

DO NOT USE THIS SPACE

05/02/2003 DBYRNE 00000096 342491

01 FC:85:1 40.00 OP
02 FC:85:2 25.00 OP

Jessica S. Sachs

Name of Person Signing

Signature

April 28, 2003

Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002724 FRAME: 0171

D

- (1) GALLANTA INVESTMENTS LIMITED
- (2) LUXURY LIFESTYLES LIMITED

TRADE MARK ASSIGNMENT

D

Angela Winter Green,
26-28 Bedford Row,
London WC1R 4HE
DX 1055 London/Chancery Lane
Tel: 020 7845 7400
Fax: 020 7845 7401
Ref: DJI/T98.3

correslt98.3\Trademark Assignment - Gallanta&LLL
15.05.02 - 3.00pm

THIS AGREEMENT is made on the 15th day of May 2002

BETWEEN :

1. **GALLANTA INVESTMENTS LIMITED** (registered number 0234914) whose registered office is at 32 Savile Row, London, W1X 1AG ("the Assignor"); and
2. **LUXURY LIFESTYLES LIMITED** (registered number 2476419) whose registered office is at 32 Savile Row, London, W1X 1AG ("the Assignee").

BACKGROUND

- (A) Pursuant to the terms of an assignment dated 11th October 2000 entered into between Austin Reed Limited and the Assignor and an assignment dated 11th October 2000 entered into between Bladen Limited and the Assignor, Austin Reed Limited assigned to the Assignor the Trade Marks set out in Schedule 1 and Bladen Limited assigned to the Assignor the Trade Marks set out in Schedule 2.
- (B) The said Trade Marks referred to in Recital A were assigned to the Assignor pursuant to a Business Purchase Agreement dated 10th September 2000 entered into between Austin Reed Group Plc and the Assignor. Pursuant to the Business Purchase Agreement the Assignor agreed with Austin Reed Group Plc that inter alia the Assignor would purchase or procure the purchase by a wholly owned subsidiary from Austin Reed Group Plc inter alia the business of a going concern of the manufacture of hand tailored and engineered clothing carried on by Austin Reed Group Plc principally under the names "Chester Barrie" and "Bladen" and certain assets used in the carrying on of that business. The said assets included inter alia "Business Intellectual Property Rights ("BIPR") as defined in the said Business Purchase Agreement. The BIPR included inter alia the Trade Marks identified in the Schedule hereto.

- (C) The Assignor procured that the Assignee purchased the business and certain of the assets used in the carrying out of the business as described in Recital B. Completion of the purchase of the business and the business assets took place on or about 11th October 2000.
- (D) The Assignor confirms and declares that it has since 11th October 2000 held the Trade Marks and all rights and interests therein upon trust for the Assignee and the Assignor has agreed to regularise the position and assign all its right, title and interest in the Trade Marks (as defined below) to the Assignee.

OPERATIVE CLAUSES

1. Interpretation

In this Agreement:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:-

"the Business Purchase Agreement" the business purchase agreement dated [10/1/2000] between the Assignor and Austin Reed Group Plc pursuant to which Austin Reed Group Plc sold inter alia certain of the business of the production and manufacture of hand tailored clothing carried on under the names "Chester Barrie", "Bladen" and under licence under the names of certain other third parties;

"the Business"

shall have the meaning ascribed to in the
Business Purchase Agreement;

"the Trade Marks"

the registered trade marks and trade mark
applications set out in the Schedules 1 and 2
hereto .

1.2 references to clauses and the Schedules are to clauses of and the schedule to this
Agreement;

1.3 the Schedules form part of this Agreement and will have the same force and effect as if
expressly set out in the body of this Agreement; and

1.4 the headings to the clauses of this Agreement and to paragraphs of the Schedule will
not affect its construction.

2. Trust

There Assignor hereby acknowledges and confirms that all such rights, title and interest
it has in the Trade Marks have since 11th October 2000 been held by the Assignor on
trust for the Assignee.

3. Assignment

In consideration of the trust arrangements existing between the Assignor and Assignee
as referred to in the Recitals hereto and in consideration of the sum of £1 payable by
the Assignee to the Assignor the Assignor hereby assigns to the Assignee such right,
title and interest as the Assignor has in the following assets:-

- 3.1 all the property, right, title and interest in the Trade Marks including for the avoidance of doubt all common law rights connected therewith;
- 3.2 the goodwill of the Business in which the Trade Marks have been used by the Assignor; and
- 3.3 the right to sue for past infringement of the Trade Marks and to retain any damages obtained as a result of such action.

4. The Assignor's Obligations

4.1 The Assignor agrees with the Assignee at the direction and expense of the Assignee to do and execute all acts, deeds, documents and things that may be:-

4.1.1 reasonably necessary to give effect to the terms of this Agreement and, without limitation, to enable the Assignee to become registered by the appropriate registrar of trade marks as proprietor of the Trade Marks;

4.1.2 reasonably necessary to assist the Assignee in any claim or proceeding involving any of the Trade Marks; and

4.1.3 strictly necessary to assist with the prosecution of the Applications to registration.

5. General

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement will be governed by English law. The English courts will have jurisdiction to settle any disputes which may arise out of or in connection with this

Agreement. The jurisdiction agreement contained in this Clause 5 is made for the benefit of the Assignor only, which accordingly retains the right to bring proceedings in any other Court of competent jurisdiction. The parties agree to submit to the said jurisdiction.

AS WITNESS the hands of the duly authorised representatives of the parties on the date stated at the beginning of this Agreement.


SIGNED as a DEED by LUXURY
LIFESTYLES LIMITED acting by
a Director and Director/Secretary

)
)
)

Director



~~Director~~/Secretary



SIGNED as a DEED by GALLANTA
INVESTMENTS LIMITED acting by
a Director and Director/Secretary

)
)
)

Director



~~Director~~/Secretary



THE SCHEDULE 1
TRADE MARKS

Country	Registration Number	Mark	Class	Description of Goods	Priority Date	Registration Date
Australia	B402080	Chester Barrie	25	Suits, Jackets, Trousers and Topcoats for men	09.01.1984	09.01.2005
Australia	A74789	Chester Barrie Device	25	Suits, Jackets, Coats, Trousers and Tailored articles of clothing for men and women	06.06.1939	06.06.2009
Austria	86414	Chester Barrie with Dog and Crossbow Device	25	Not in English	19.09.1977	30.09.2007
Austria	104713	Chester Barrie	25	Not in English	24.01.1984	31.01.2004
Benelux	060603	Chester Barrie & Device	25	Articles of clothing for men and women	16.06.1964	03.12.2006
Benelux	393998	Chester Barrie	25	Articles of clothing	29.08.1983	29.08.2003
Bermuda	10278	Chester Barrie	25	Articles of Clothing	21.02.1984	21.02.2005
Canada	UCA32179	Chester Barrie Dog & Crossbow Design	25	Men's suits, overcoats, tuxedos, dress suits, morning coats, sport suits, topcoats, women's suits and coats	09.12.1948	09.12.2008

Country	Registration Number	Mark	Class	Articles of Clothing, namely, suits, waistcoats, jackets, trousers, slacks and overcoat	Priority Date	Expiry Date
Canada	282742	Chester Barrie	25	Articles of Clothing, namely, suits, waistcoats, jackets, trousers, slacks and overcoat	26.08.1983	26.08.2013
Canada	UCA32180	Chester Barrie Lion Device	25	Fabrics such as piece goods and clothing, namely men's and young men's suits, overcoats, luxedos, dress suits, morning coats, sport suits, topcoats and women's suits and coats	09.12.1948	9.12.2008
Denmark	1711/1947	Chester Barrie	25	Not in English	29.11.1947	29.11.2007
Denmark	1426/1984	Chester Barrie	25	Not in English	06.04.1984	06.04.2004
Fiji	280/98	Chester Barrie	25	Suits, sports jackets, blazers, overcoats and slacks all for men	Application filed, awaiting filing receipt	7.11.2002
Fiji	281/98	Chester Barrie & Device	25	Suits, sports jackets, coats and trousers all being tailored articles of clothing for men, costumes, coats and trousers all being tailored articles of clothing	Application filed, awaiting filing receipt	26.08.2001

Country	Registration Number	Mark	Class	Goods/Services	Priority Date	Registration Date
Finland	80426	Chester Barrie Dog & Crossbow Device	25	Not in English	05.02.1982	05.02.2002
France	1535083	Chester Barrie Dog & Crossbow Device	25	Clothing	07.06.1989	07.06.2009
France	1250215	Chester Barrie	25	Not specified	02.09.1983	02.09.2003
Germany	806024	Chester Barrie with dog and crossbow Device	25	Articles of clothing for men and women (excluding woven and knitted), ties, braces, gloves	04.07.1964	04.07.2004
Germany	1061879	Chester Barrie	25	Not specified	04.04.1984	01.09.2003
Gibraltar	4621 (UK 600670)	Chester Barrie with dog and crossbow Device	25	Tailored articles of clothing for men and women	10.05.1977	26.08.2001
Hong Kong	276/1973	Chester Barrie with dog and crossbow Device	25	All articles of clothing	21.03.1972	21.03.2007
Hong Kong	B2085/1987	Chester Barrie	25	Men's coats, suits and trousers	27.01.1984	27.01.2005
Iran	48109	Chester Barrie Device	25	All articles of clothing	29.05.1977	29.05.2007
Ireland	109726	Chester Barrie	25	All class 25 goods	11.11.1981	10.11.2002
Italy	417098	Chester Barrie	25	Not in English	28.09.1983	28.09.2003
Italy	353488	Chester Barrie Device	25	Not in English	26.11.1957	09.09.1997
						Awaiting

Country	Registration Number	Mark	Class	Goods/Services	Priority Date	Registration Date
Japan	2141096	Chester Barrie Dog and Crossbow Device	25	Not in English	30.05.1989	30.05.2009
Japan	1748451	Chester Barrie	17	Not specified	01.01.1968	27.02.2005
Japan	2115919	Chester Barrie and Device	17	Not in English	23.06.1997	21.02.2009
Japan	2333636	Chester Barrie with Dog and Crossbow Device	17	Not in English	23.06.1997	30.09.2001
Japan	4061636	Chester Barrie	18	Not in English	Pending	3.11.2007
Japan	4061852	Chester Barrie	25	Not in English	Pending	3.11.2007
Japan	Application Filing details not yet received	Chester Barrie	9	Spectacles, sunglasses, cases and frames for spectacles and sunglasses, magnifying glasses	N/A	N/A
Kenya	23797	Chester Barrie and Device	25	All articles of clothing	25.04.1977	25.04.2012
Korea	386316	Chester Barrie	25	Variety of clothing items including accessories	12.12.1997	13.12.2006 to 12.12.2007
Korea	372564	Chester Barrie	14	Boots, leather shoes, rubber shoes, slippers, umbrellas, umbrella frames	16.08.1997	16.08.2007

Country	Registration Number	Mark	Class	Specification	Priority Date	Term Date
New Zealand	37629	Chester Barrie Device	38	Suits, sports jackets, coats and trousers, for men costumes, coats and trousers for women	14.06.1939	14.06.2009
Norway	102818	Chester Barrie Device	25	Not in English	23.08.1979	23.08.1999
Norway	125059	Chester Barrie Device	25	Not in English	07.08.1986	07.08.2006
Portugal	120533	Chester Barrie Device	25	Articles of clothing	18.05.1964	18.05.2004
Singapore	17791	Chester Barrie	25	Suits, sports jackets, blazers, overcoats and slacks, all for men	03.01.1991	03.01.2008
South Africa	730/39	Chester Barrie Label	25	Articles of clothing for men and women	03.06.1939	03.06.2007
South Africa	B84/0464	Chester Barrie	25	Not in English	24.01.1984	24.01.2004
Spain	1047642	Chester Barrie	25	All articles of clothing	05.11.1984	05.11.2004
Spain	750763	Chester Barrie Limited with Dog and Crossbow Device	25	Articles of clothing.	26.04.1974	26.04.2004
Sweden	64319	Chester Barrie with dog and crossbow Device	25	Tailored articles of clothing for men and women	30.04.1948	30.04.2008

Country	Registration Number	Mark	Class	Description	Effective Date	Expiry Date
Sweden	192162	Chester Barrie	25	Not in English	20.07.1984	20.07.2004
Switzerland	334694	Chester Barrie with dog and crossbow device	25	Articles of clothing	24.07.1964	24.07.2004
Switzerland	327560	Chester Barrie	25	Clothing including shoes and trousers?	02.09.1983	02.09.2003
Turkey	162068	Chester Barry	25	Not in English	23.06.1995	23.06.2005
United Kingdom	600670	Chester Barrie with dog and crossbow Device	25	Tailored articles of clothing for men and women	26.08.1938	26.08.2001
United Kingdom	1164323	Chester Barrie	25	Suits, sports jackets, blazers, overcoats and slacks for men	07.11.1981	07.11.2002
United Kingdom	1211380	Bladen	25	Jackets, trousers and suits	24.01.1984	24.01.2005
United Kingdom	1137895	Bladen	25	Riding habits, jackets for men	29.07.1980	29.07.2001
United States	653455	Chester Barrie	25	Not specified	22.10.1957	22.10.2007
United States	342491	Chester Barrie	39	Not specified	19.01.1957	19.01.1997

THE SCHEDULE 2
THE TRADE MARK

Country	Registration Number	Mark	Class	Description of Goods	Registration Date	Renewal Date
USA	1217113	Bladen	25	Suits, jackets, riding jackets and jodhpurs	16.11.1982	16.11.2002

Chester Barrie Limited

**SRG House
Chester Road
Borehamwood
Herts WD6 1LT**

t 020 8327 3000

f 020 8327 3001

In re Registration for:

Registrant: Chester Barrie Limited
Trademark: CHESTER BARRIE & design
Reg. No.: 342,491
Reg. Date: January 19, 1937
Docket: 451124-004US1

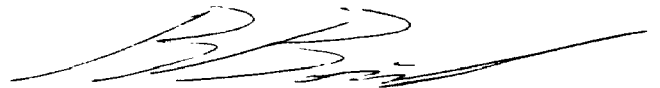
Commissioner of Patent & Trademarks
Box Assignments
Washington, D.C. 20231

DESIGNATION OF DOMESTIC REPRESENTATIVE

Chester Barrie Limited., owner of the above-identified trademark registration by virtue of an assignment filed herewith with the U.S. Patent and Trademark Office, hereby designates Theodore D. Lienesch and Jessica S. Sachs, whose postal address is Thompson Hine LLP, 2000 Courthouse Plaza NE, 10 W. Second St., Dayton, Ohio 45402 as its representatives upon whom notice or process in proceedings affecting the mark may be served.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

CHESTER BARRIE LIMITED.



Date: 14 February 2003

By:

Name: B D Brick
Title: Director

Registered in England
Number 4532192
Registered office as above

RECORDED: 05/02/2003

**TRADEMARK
REEL: 002724 FRAME: 0185**